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May 6, 2002

RECORDATION NO. 23204-000 FILED

MAY 6 '02 12-80 PM

SURFACE TRANSPORTATION BOARD

Julia Farr, Esq.
Office of Proceedings
Surface Transportation Board
Washington, D.C. 20423

Dear Ms. Farr:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale, dated as of April 30, 2002, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Assignment of Schedule to Equipment Lease Agreement which is being filed with the Board under Recordation Number 23204-NNN.

The names and addresses of the parties to the enclosed document are:

Seller: Allfirst Bank
25 South Charles Street
Baltimore, Maryland 21202

Buyer: Fifth Third Leasing Company
Fifth Third Center
Cincinnati, Ohio 45263

A description of the railroad equipment covered by the enclosed document is:

Three locomotives: NS 5530 - NS 5532.

Julia Farr, Esq.
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A short summary of the document to appear in the index is:

Bill of Sale.

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Robert W. Alvord".

Robert W. Alvord

RWA/anm
Enclosures

EQUIPMENT BILL OF SALE

THIS EQUIPMENT BILL OF SALE is given by ALLFIRST BANK (herein the "Seller") to FIFTH THIRD LEASING COMPANY (herein the "Buyer").

WITNESSETH:

THAT FOR TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby bargain, sell, assign, transfer and set over to Buyer, its successors and assigns, all of Seller's rights and interest in and to the items of equipment listed on Annex A attached hereto (the "Equipment").

The interest in the Equipment is sold hereunder AS IS WHERE IS WITHOUT WARRANTY, express or implied, with respect to any matter whatsoever except that Seller warrants that such interest is conveyed free and clear of all claims, liens and encumbrances arising by reason of any act or omission of Seller (other than the leasehold interest of Norfolk Southern Railway Company ("Lessee") pursuant to that certain Equipment Schedule No. 13 dated as of February 28, 2002, by and between Allfirst Bank, as lessor, and Lessee, as lessee).

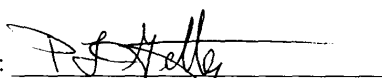
IN WITNESS WHEREOF, Seller has caused this instrument to be duly executed as of the 30th day of April, 2002.

WITNESS:



ALLFIRST BANK

By:


Paul L. Gettings
Vice President

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SURFACE TRANSPORTATION BOARD

STATE OF MARYLAND)

) **SS:**

CITY OF BALTIMORE)

The foregoing Equipment Bill of Sale was acknowledged before me, the undersigned Notary Public, in the City of Baltimore this 30th day of April, 2002 by Paul L. Gettings, a Vice President of ALLFIRST BANK, a Maryland state chartered commercial bank.

Notary Public

My commission expires: HENRYKA W. GRYC CRAIG
NOTARY PUBLIC STATE OF MARYLAND
County of Baltimore
 My Commission Expires **September 20, 2005**

[Notarial Seal]

ANNEX A

Assets

MANUFACTURER	MODEL	TYPE	PRE-REFURBISHMENT ROAD NO.	SERIAL NO.	POST-REFURBISHMENT ROAD NO.
General Motors	GP38-2	2000 H.P., 4 axle, Locomotive	NS 4113	7326-14	NS 5530
General Motors	GP38-2	2000 H.P., 4 axle, Locomotive	NS 2752	5744-25	NS 5531
General Motors	GP38-2	2000 H.P., 4 axle, Locomotive	NS 2759	7240-7	NS 5532